AIM Aerospace Sumner, Inc. *and* International Association of Machinists, District 751. Cases 19–CA–203455 and 19–CA–203586

June 6, 2019

DECISION AND ORDER

CHAIRMAN RING AND MEMBERS MCFERRAN AND EMANUEL

On May 16, 2018, Administrative Law Judge Eleanor Laws issued the attached decision. The Charging Party filed exceptions with supporting arguments, and the Respondent filed an answering brief. The Respondent filed cross-exceptions and a supporting brief, the General Counsel and Charging Party filed answering briefs, and the Respondent filed a reply brief. In addition, the General Counsel filed cross-exceptions and a supporting brief, and the Respondent filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions[2] and to adopt the recommended Order as modified.[3]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, AIM Aerospace Sumner, Inc., Sumner, Washington, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified:

1. Substitute the following for paragraph 2(a).

"(a) Within 14 days after service by the Region, post at its facility in Sumner, Washington, copies of the attached notice marked "Appendix."[4] Copies of the notice, in English and any other language or languages deemed appropriate by the Regional Director for Region 19, on forms provided by the Regional Director, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken

[1] The Respondent, General Counsel, and Charging Party have excepted to some of the judge's credibility determinations. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

In the absence of exceptions, we adopt the judge's dismissal of complaint pp. 7–9, alleging violations of Sec. 8(a)(1) based upon allegedly coercive comments and gestures made by the Respondent at its July 25 and 27, 2017 meetings.

[2] In adopting the judge's finding that the Respondent did not violate Sec. 8(a)(5) and (1) when it withdrew recognition from the Union, we do not rely on the judge's requirement that the General Counsel demonstrate "specific proof of a causal connection" between employee Lori-Ann Downs-Haynes' promotion and the employees' loss of support for the Union. The judge's statement is misleading, as the *Master Slack* test is designed to provide a structure for establishing a causal relationship between the employer's actions and employees' loss of support for the union where there is no direct evidence of an employer's active involvement in the decertification process. 271 NLRB 78, 84 (1984) (applying factors in order to demonstrate "causal relationship"); see also *SFO Good-Nite Inn*, *LLC*, 357 NLRB 79, 80 (2011) ("In such cases, there is no straight line between the employer's unfair labor practices and the decertification campaign, and the *Master Slack* test must be used to draw one, if it exists."), enfd. 700 F.3d 1 (D.C. Cir. 2012). However, the judge applied the *Master Slack* test, and we adopt her analysis under that test and her dismissal of the 8(a)(5) withdrawal-of-recognition allegation.

Our dissenting colleague asserts that *Master Slack* is inapplicable and that this case is properly analyzed under *Hearst Corp.*, 281 NLRB 764 (1986), enfd. mem. 837 F.2d 1088 (5th Cir. 1988), which holds that an employer may not withdraw recognition based on a petition that it unlawfully assisted, supported, or otherwise unlawfully encouraged, even absent specific proof of the misconduct's effect on employee choice. Id. at 764-765. We disagree. Neither the General Counsel nor the Charging Party argues that *Master Slack* is inapplicable in assessing whether Downs-Haynes' promotion tainted the petition. Furthermore, in order to apply the *Hearst* presumption, the Board has required that an employer "directly instigate[d] or propel[led]" the decertification effort by "actively soliciting, encouraging, promoting, or providing assistance in the initiation, signing, or filing of an employee petition seeking to decertify the bargaining representative." *SFO Good-Nite Inn*, supra at 80. Here, there is simply no evidence that the Respondent's promotion of Downs-Haynes directly assisted the decertification effort. The dissent cites no cases applying *Hearst* to comparable facts, and we know of none. Finally, the dissent's argument that the Respondent "was willing to pay to have the Union ousted," citing wage increases granted *after* the withdrawal of recognition, is backward. The question is whether the withdrawal of recognition itself was unlawful, and conduct after the withdrawal is irrelevant to that analysis.

[3] We shall substitute a new notice to conform to the Board's standard notice language, and we shall order the Respondent to post the notice in English and in any other language or languages the Regional Director deems appropriate. See *Kolkka Tables & Finnish-American Saunas*, 335 NLRB 844, 851 (2001). Because we otherwise find that the Board's standard remedies are sufficient to effectuate the policies of the Act, we deny the General Counsel's request for additional remedies.

[4] If this Order is enforced by a Judgment of the United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 11, 2017."

1. Substitute the attached notice for that of the administrative law judge.

Dated, Washington, D.C. June 6, 2019

John F. Ring, Chairman

Willian J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

MEMBER MCFERRAN, dissenting in part.

Correctly analyzed, the evidence here establishes that the Respondent unlawfully withdrew recognition from the Union based on an employee petition tainted by its own impermissible efforts to move the petition forward. The Respondent unlawfully promoted bargaining unit employee Lori-Ann Downs-Haynes to a receiving clerk position, and gave her a significant wage increase, to reward her for collecting signatures on the employee petition. Less than 2 weeks later, a majority of employees had signed the petition. Despite finding that the promotion of Downs-Haynes was unlawful, the majority concludes that the promotion did not taint the petition. As I will explain, my colleagues have applied the wrong analytical framework and, in turn, reached the wrong result.

I.

The material facts are not in dispute. The Union has represented a unit of the Respondent's production, maintenance, and clerical employees since August 2013. Downs-Haynes began working for the Respondent in 2013 as a laminator, a bargaining unit position.

In May 2017, the Respondent posted a job opening for a receiving clerk position, also a bargaining unit position. Downs-Haynes applied for the position, but was not selected; in fact, the Respondent did not even interview Downs-Haynes for the clerk position because she was not sufficiently qualified for it. Instead, the Respondent hired an external applicant who had substantially greater experience.

Following the hiring process for the clerk position, Downs-Haynes began talking with other employees about ousting the Union. Notably, in mid-June, Downs-Haynes also told Human Resources Director Deborah Ruffcorn that she wanted to get rid of the Union. In the same conversation, Downs-Haynes complained that she recently had received only a 10-cent-per-hour wage increase.

About a week later, a like-minded coworker drafted a decertification petition and provided it to Downs-Haynes. Downs-Haynes began circulating the petition in late June. She obtained the first signatures on June 28, and enlisted help from second and third-shift employees to obtain additional signatures. As found by the judge, the Respondent had already learned that Downs-Haynes was leading the decertification effort, and so informed its managers and supervisors at a meeting on June 27.

In the meantime, the newly hired receiving clerk abruptly abandoned the job. The Respondent reposted the position several days later. Once again, Downs-Haynes applied. On July 5, while her application was pending, Downs-Haynes attended another meeting with Human Resources Director Ruffcorn—who this time was accompanied by Vice President of Operations Mike Pratt—and asked extensive questions about getting rid of the Union.

The Respondent evidently was impressed by Downs-Haynes' commitment to the decertification effort. Although only weeks earlier the Respondent had deemed Downs-Haynes unworthy of an interview for the receiving clerk position, the Respondent interviewed Downs-Haynes the very next day, July 6. It selected her for the position 5 days later and awarded her a 40-cent-per-hour wage increase, based on her newfound "experience."

The Respondent promoted Downs-Haynes while she was gathering signatures on the petition to decertify the Union. In fact, the record shows that while Downs-Haynes had gathered the first signatures on June 28, just a few weeks later (and less than 2 weeks after her promotion), 142 employees had signed the petition.

II.

The majority agrees with the judge that the Respondent's promotion of Downs-Haynes to the receiving clerk position violated Section 8(a)(3) and (1) of the Act. The judge found that the Respondent unlawfully awarded Downs-Haynes the clerk position, and a wage increase with it, as a "reward" for circulating the decertification petition. Applying the multifactor test established in *Master Slack*, 271 NLRB 78 (1984), however, the judge found that there was no causal relationship between the unlawful promotion and the petition, and so he concluded that the

Respondent lawfully withdrew recognition of the Union.[1] That result is simply wrong.

As the Board explained in *SFO Good-Nite Inn, LLC*, 357 NLRB 79, 80 (2011), enfd. 700 F.3d 1 (D.C. Cir. 2012), *Master Slack* applies only where "there is no straight line between the employer's unfair labor practices and the decertification campaign, and the *Master Slack* test must be used to draw one, if it exists." By contrast, where there *is* a straight line–for example, where the employer was "actively soliciting, *encouraging*, promoting, or providing assistance" to the petition[2]–the Board presumes that the employer's unlawful meddling tainted any resulting expression of employee disaffection.[3] In those circumstances, the Board precludes the employer from relying on that expressed disaffection to overcome the union's continuing presumption of majority support.[4] The present case plainly falls into the straight-line category, notwithstanding the majority's insistence to the contrary.[5]

The Respondent tainted the decertification petition by unlawfully rewarding its principal employee backer for gathering the signatures of her coworkers. This unfair labor practice is "not merely coincident with the decertification effort," but rather "encourage[ed]" and "propel[led] it."[6] Obviously, Downs-Haynes herself reasonably would have been motivated to continue her decertification efforts by the Respondent's sudden change of heart on her application for the receiving clerk position, as well as the accompanying wage increase she received.[7] And, particularly with a decertification margin as narrow as this one,[8] it is a fair inference that a determinative number of her coworkers also would have perceived, correctly, that the Respondent would reward employees for ousting the Union. Indeed, after withdrawing recognition the Respondent bestowed several benefits on employees, including significant wage increases. Quite clearly, the Respondent was willing to pay to have the Union ousted–but that Act does not permit employers to buy their way out of union representation.

The judge speculated that other employees would not have questioned the legitimacy of Downs-Haynes's promotion because they were not privy to the details of the selection process or the quality of the other applicants. But this view fails to account for the Respondent's unexplained about-face, having decided not to even interview Downs-Haynes only weeks earlier because it had deemed her unqualified for the position. Clearly, the Respondent (correctly) believed that rewarding Downs-Haynes would provide a crucial boost to the decertification effort. In any event, no specific proof that an employer's actions caused disaffection is required to conclude that the employer's unlawful encouragement tainted a resulting decertification petition. *SFO Good-Nite*, above, 357 NLRB at 80. Rather, the Board appropriately holds the employer "responsible for the foreseeable consequence of its conduct." Id. (quoting *Hearst*, 281 NLRB at 765).

III.

In short, this should not be a difficult case. The Respondent unlawfully rewarded the principal backer of a decertification effort with a promotion and a raise. The connection between the reward and the employee's decertification efforts would have been clear not just to the key employee, but to her coworkers as well. And, in fact, just weeks later a majority of employees had signed the petition to oust the Union. The Respondent, in turn, quickly withdrew recognition and rewarded unit employees, just

[1] Under *Master Slack*, the Board considers the following factors to determine whether a loss of support was caused by an employer's unfair labor practices:

> (1) The length of time between the unfair labor practices and the withdrawal of recognition; (2) the nature of the violations, including the possibility of a detrimental or lasting effect on employees; (3) any possible tendency to cause employee disaffection from the union; and (4) the effect of the unlawful conduct on employee morale, organizational activities, and membership in the union.

271 NLRB 78, 84 (1984).

[2] *Wire Products Mfg. Co.*, 326 NLRB 625, 640 (1998) (emphasis added), enfd. mem. sub nom. *NLRB v. R.T. Blankenship & Associates.*, 210 F.3d 375 (7th Cir. 2000).

[3] See *Hearst Corp*. 281 NLRB 764 (1986), enfd. mem. 837 F.3d 1088 (5th Cir. 1988).

[4] See *SFO Good-Nite*, above; *Tyson Foods, Inc*., 311 NLRB 552, 556 (1993); see also *V&S ProGalv, Inc. v. NLRB*, 168 F.3d 270, 281–282 (6th Cir. 1999); *Ron Tirapelli Ford v. NLRB*, 987 F.2d 433, 442 (7th Cir. 1993).

[5] The majority points out that neither the General Counsel nor the Charging Party excepted to the judge's application of *Master Slack*, rather than *Hearst*, to assess whether the Respondent's promotion of Downs-Haynes tainted the petition. But the Board, with court approval, has repeatedly found violations for different reasons and on different *theories* from those of administrative law judges or the General Counsel, even in the absence of exceptions, where the unlawful *conduct* was alleged in the complaint. See, e.g., *Electrical Workers IBEW Local 58,* , 365 NLRB No. 30, slip op. at 4 fn. 17 (2017); *Pepsi America, Inc.*, 339 NLRB 986 (2003); *Jefferson Electric Co.*, 274 NLRB 750, 750–751 (1985), enfd. 783 F.2d 679 (6th Cir. 1986). As the Board stated in *W.E. Carlson Corp.*, "It is well settled that even where the General Counsel has not excepted to an administrative law judge's analysis, the Board 'is not compelled to act as a mere rubber stamp' but rather is 'free to use its own reasoning.'" 346 NLRB 341, 434 (2006), quoting *NLRB v. WTVJ, Inc.,* 268 F.2d 346, 348 (5th Cir. 1959).

[6] *SFO Good-Nite*, above, 357 NLRB at 80.

[7] As described, Downs-Haynes had recently complained that her previous wage increase of 10-cents per hour was too low.

[8] Only 142 of 272 employees (or 52%) signed the petition, 6 more than necessary. *NLRB v. AIM Aerospace Sumner, Inc.*, No. C17-6061 BHS, 2018 WL 838043, at *3 fn. 3 (W.D. Wash. Feb. 13, 2018).

as it had rewarded the lead employee, with significant benefits, including wage increases. In these circumstances, Board law conclusively presumes that the Respondent's encouragement of the decertification effort tainted the resulting petition. As a result, we should find that the Respondent violated Section 8(a)(5) and (1) by withdrawing recognition based on that petition and subsequently changing employees' terms and conditions of employment.

Dated, Washington, D.C. June 6, 2019

Lauren McFerran, Member

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representative to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT grant any employee a new position with higher pay to reward or encourage their initiating or supporting a movement to decertify the International Association of Machinists, District 751 or any other labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

AIM AEROSPACE SUMNER, INC.

The Board's decision can be found at www.nlrb.gov/case/19-CA-203455 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

Ryan Connolly, Esq., for the General Counsel.
Charles P. Roberts, III, Esq. and *W. Melvin Haas III, Esq.,* for the Respondent.
Kathryn Sypher, Esq. and *Spencer Nathan Thal, Esq.,* for the Charging Party.

DECISION

STATEMENT OF THE CASE

ELEANOR LAWS, Administrative Law Judge. This case was tried in Seattle, Washington on February 13–15, 2018. The International Association of Machinists, District 751 (Charging Party or Union) filed charges on August 1 and 2, 2017, and the General Counsel issued the consolidated complaint on October 27, 2017.[1]

The complaint alleges that AIM Aerospace (the Respondent or AIM) violated Section 8(a)(1) of the National Labor Relations Act (the Act) by engaging in various activity, detailed below, aimed at interfering with, restraining, and coercing employees in the exercise of their Section 7 rights. The complaint also alleges the Respondent violated Section 8(a)(3) and (1) of the Act when it promoted employee Lori-Ann Downs-Haynes (Downs-Haynes) to discourage employees from exercising protected Section 7 activities. Finally, the complaint alleges the Respondent violated Section 8(a)(5) and (1) of the Act when it withdrew recognition from the Union and granted wage increases to employees without giving the Union notice and opportunity to bargain.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, the Respondent, and the Charging Party, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, a corporation, manufactures composites and ducting for the aerospace industry at its facility in Sumner, Washington. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

[1] All dates are in 2017 unless otherwise indicated.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background on the Respondent and the Union

AIM Aerospace manufactures composites and ducting for the aerospace industry. It has three facilities, in Auburn, Renton, and Sumner, Washington. This case concerns the Respondent's Sumner facility.[2]

On August 5, 2013, the National Labor Relations Board (Board) certified the Union as the exclusive collective-bargaining representative of the following unit:

> all full-time hourly and regular part-time hourly kit cutters, team leaders, laminators, paint preppers, production control coordinators, mold makers, painters, tool preppers, water striders, assemblers, maintenance helpers, document control clerks, inventory clerks, trimmers, quality administrators, quality inspectors, clerk 1, oven operators, core cutters, trainers, tool repairers, autoclave operators, shipping and receiving clerks, inventory leads, drivers, lab tech A, continuous improvement administrators, tool coordinators, and maintenance employees. Drivers and quality inspectors based in Sumner are considered part of the bargaining unit even though they may be assigned work away from the Sumner plant.

The Union and the Respondent entered into a collective-bargaining agreement (CBA) effective April 25, 2014, through May 1, 2018. The contract provides that employees may choose whether to join the Union and pay dues. If they join, they are members for the length of the contract. (Jt. Exh. 2.)[3]

Liberty Hall, a private equity group, purchased AIM in February 2016. Following the purchase, AIM hired consultants, and the company moved toward having the Sumner, Auburn, and Renton facilities function more as a single entity. The vice president, general manager, and human resources (HR) manager in Sumner were replaced in early 2017, and the wage scales in Renton and Auburn were increased in February. (Tr. 367–368.)

During the relevant time period, Pat Russell was AIM's chief operating officer (COO). Mike Pratt was vice president of operations. Leigh Booth was the vice president of human resources.[4] Since May, Deborah Ruffcorn has been the human resources director at the Sumner facility.[5]

Employees work one of three work shifts. Start and end times are somewhat variable, but the first shift, or dayshift, runs from about 6:30 a.m. to 3 p.m., with breaks at 8:30 a.m. and 1:30 p.m., and lunch at 11:30 a.m. Second shift runs from about 5 p.m. to 1:30 a.m. Finally, about eight employees work the third shift, referred to as the graveyard or night shift.

Employees may come in before their shifts and talk to other employees in the break areas. Employees are instructed to take their breaks in designated areas so they won't disturb employees who are working, but this instruction is sometimes disregarded. (Tr. 50.) While performing their jobs, employees talk about topics other than work. This is generally permitted as long as employees stay on task while conversing. (Tr. 250, 318.) At times, supervisors and managers will interrupt employees' conversations and instruct them to return to work. This is usually when employees are spending excessive amounts of time talking and not performing their work. Employees may use the restroom as needed, without seeking permission.

B. Wages and Comments about the Union Contract

The CBA's wage provision, article 7, provides a set scale for wages and wage increases by job category. Section 7.05 gives AIM discretion to pay above these rates for "legitimate business reasons", including "retention of needed skills, exceptional performance, consistent demonstration of stills above expectations, excellent dependability, quality of work, leadership, mentoring and demonstrated collaborative behavior." (Jt. Exh. 2.)

James Herness, who works as a layup mandrel assembler, is a union member and shop steward. In 2014, Herness asked Rob Anderson, the production manager, what he could do to set himself up for a future raise. Anderson said that if he gave Herness a raise, he would need to give everyone a raise because of the union contract. (Tr. 45.)

In or around 2016, Giuseppe Mercado, a lead in the paint prep department, told Anderson he wanted to be a painter. Anderson showed Mercado the pay scale in the CBA, and said if he took a job as a painter, he would lose his extra pay for being a lead because pay was governed by the CBA. (Tr. 140.)

Sometime around March 2017, Anderson asked Mercado, who had since become a union steward, why he no longer wanted to paint, and Mercado responded that he was tired of doing extra work for no extra pay.[6] Anderson replied that AIM could not pay more because the wages were set by the CBA. Mercado said that was not true, and offered to show Anderson the provision in the CBA that permits AIM to pay employees rates above the wage scales. (Tr. 140–142; GC Exh. 7.) About 2 weeks later, General Manager Bill Keilman[7] asked Mercado why he was not painting. Mercado gave the same answer, and Keilman said he could not pay employees more due to the CBA. Mercado disputed this, and mentioned another employee who had received a pay bump. Keilman told Mercado to be patient because AIM had new owners, and said he would mention him to the new vice president. (Tr. 144–146; GC Exh. 8.) Mercado wanted to be compensated more because of his extra effort, and was not

[2] The references to "AIM" in this case concern only the Sumner facility unless otherwise indicated.

[3] Abbreviations used in this decision are as follows: "Tr." for transcript; "R. Exh." for Respondent's exhibit; "GC Exh." for General Counsel's exhibit;" "CP Exh." for Charging Party's exhibit; "Jt. Exh." for joint exhibit; "GC Br." for the General Counsel's brief; "R. Br." for the Respondent's brief, and "CP Br." for the Charging Party's brief. Although I have included several citations to the record to highlight particular testimony or exhibits, I emphasize that my findings and conclusions are based not solely on the evidence specifically cited but rather are based on my review and consideration of the entire record.

[4] Booth's main office is in Renton, but she visits the Sumner facility on a regular basis.

[5] She was previously director of human resources at the Auburn facility for several years.

[6] At the time, Mercado had grown a beard, which prevented him from wearing the respirator required to paint.

[7] The complaint references Bill Kyleman, but the answer provides the presumably correct spelling, Keilman. Keilman transferred to the Auburn facility and was replaced by Dave Blake.

suggesting an across-the-board raise for all employees. (Tr. 148.)

In mid-June, employee Lori-Ann Downs-Haynes and Herness had an exchange in the lunchroom. Downs-Haynes asked Herness if the Union had fulfilled the promises they made to employees. Herness replied that he did not work at AIM during the organizing drive, so he did not know. They exchanged some more words, and Herness commented that Downs-Haynes seemed angry at the Union. Downs-Haynes replied, "You have no idea." Herness said she was angry at the wrong person and said the CBA permitted wage increases at any time. According to Herness, Downs-Haynes said something like, "well, the Employer has already promised that we'd get a raise if we decertified so there's your guarantee." (Tr. 35–37.)

Around July 20, Herness dropped off a couple of pay discrepancy grievances to Ruffcorn. She commented that there seemed to be a lot of pay issues. Herness said employees were not making much money, and when they asked for more wages, they were denied. Ruffcorn said she thought AIM couldn't give employees any more money because of the union contract. Herness said the contract permitted raises at any time, and offered to show her the provision, but Ruffcorn declined. (Tr. 46–47.)

Also sometime in July, Corrine Peterson had reworked a part for Anderson. She said to him, "I guess . . . we will get our raise." Anderson responded that he doubted it. (Tr. 111–112.)

C. The Decertification Petition and Withdrawal of Recognition

Downs-Haynes began working for AIM in 2013. Downs-Haynes joined the Union, thinking she was required to join in order to remain employed at AIM. She later learned she had a choice about whether or not to join the Union, which made her upset.

Downs-Haynes and other employees, including coworker Rebecca Cole, discussed decertification in early-mid June. (CP Exh. 1 p. 4; Tr. 304.) Downs-Haynes was in favor of decertification because the Union dues were going up and she could not afford them. Downs-Haynes began talking with fellow employees and learned many were dissatisfied with the Union.

Downs-Haynes initially worked in autoclave as a laminator, and was supervised by Brenda Sellers, the production supervisor. On June 19, Supervisor Donna Shaw requested help in layup area 1, sometimes referred to as duct 1, which was located on the other side of the facility. Sellers responded that she would send Downs-Haynes. (R. Exh. 6.) Even though Downs-Haynes went to work in layup 1, she remained on Sellers' payroll. Sellers also sent Kelli Clough to assist Shaw during this same time period. (Tr. 339–340.)

In mid-June, Downs-Haynes went to Ruffcorn's office to complain that she had only received a 10-cent raise. She complained about her union dues, and said she wanted to get rid of the Union. Ruffcorn said she could not comment on that. Ruffcorn let Booth know about the meeting, and they planned some training for the supervisors. (Tr. 400–401.)

During the third week in June, employee Rebecca Cole drafted a petition to decertify the Union along with an accompanying cover letter. (R Exhs. 3–4; Tr. 259.) She obtained the template from a website called, "Union Facts." [8] She drafted the document because she and some other employees were tired of paying dues and not getting anything in return. Cole did some research on decertification and learned that decertification could take place in the fourth year of a contract. She had wanted to get rid of the Union since they came in and had been waiting. Cole was not willing to circulate the petition, but Downs-Haynes said she would.[9]

Downs-Haynes took leave under the Family and Medical Leave Act (FMLA) on June 26 and 27. (Tr. 446.) She began circulating the petition and secured the first signatures on June 28. She enlisted help from employees on the second and third shifts. When Downs-Haynes had a page full of signatures, she gave the petition to Cole, who would then give her another blank petition. After someone complained that Downs-Haynes was discussing the Union during worktime, Shaw told her she could only talk with employees before and after work, as well as on breaks and lunch. (Tr. 281.)

On or around June 27, the Respondent held a meeting for supervisors and managers about the decertification petition. The supervisors learned that Downs-Haynes was collecting signatures. They were instructed to remain neutral. (Tr. 238, 319, 344.) Any questions were to be presented to HR.[10] (Tr. 402.)

The morning of June 30, Downs-Haynes went to a scheduled meeting at HR. Pratt was present in Ruffcorn's office, and he stayed for the meeting. She had specific questions concerning the decertification process. She also mentioned that employees in Sumner wanted to be on the same wage progression scale as employees in Renton and Auburn. Ruffcorn and Pratt told Downs-Haynes they could not answer most of her questions. Downs-Haynes had a question about the time frame for submitting signatures on a decertification petition. Pratt explained the differences of the time frame difference between a 3-year contract and 4-year contract.[11] Downs-Haynes expressed concern about being threatened. Ruffcorn told her to come to HR if she received threats. Downs-Haynes reported that Herness had been telling employees AIM was not honoring the contract regarding pay. Ruffcorn and Pratt told Downs-Haynes they needed to remain neutral and could not offer her advice. (R. Exh. 11; Tr. 405–406.)

That same day, Downs-Haynes met with Ruffcorn and Booth

[8] The template for R. Exh. 4 and the verbatim language in R. Exh. 3 appear at https://www.unionfacts.com/downloads/unionDecertification-Petition.pdf.

[9] In 1989, the company Cole worked for went through a decertification process.

[10] I agree with the General Counsel that Booth was evasive about this training. (GC Br. 12, fn. 6; Tr. 389–90.)

[11] The General Counsel and Charging Party contend that this explanation serves to discredit Cole's testimony that she learned about decertification petitions on her own. The evidence shows, however, that Cole drew up and began circulating the petition prior to this meeting between Downs-Haynes and Ruffcorn and Pratt. Cole therefore could not have gained her knowledge regarding timing from the meeting Downs-Haynes attended. The Charging Party contends that Cole was evasive in her testimony. (CP Br. 4–7.) Cole, an older employee, had obvious trouble with her hearing. (Tr. 260.) I did not find her to be evasive at all. I found her to be very credible, particularly in her testimony about her feelings about the Union. She struck me as a straight-forward, no-nonsense person.

later in the afternoon. She reported that an employee named Cookie interrupted her when she was in the lunchroom discussing decertification. Herness then approached and said that without the Union, their 15-minute breaks would be 10-minute breaks. A heated discussion ensued and employees were uncomfortable with Herness. Downs-Haynes asked if she had the right to tell Herness to go away. Booth responded that the break rooms are open to all employees, but Downs-Haynes could ask Herness not to interrupt her. They also told Downs-Haynes she could not bother second and third-shift employees during their shifts. They instructed her not to come back to HR unless it was work-related. (R. Exh. 11; Tr. 408–409.)

Downs-Haynes met with Ruffcorn and Pratt the afternoon of July 5.[12] She complained that Herness threatened employees. Ruffcorn told Downs-Haynes that any employees who felt threatened should come to HR. According to Ruffcorn's notes, Downs-Haynes also reported the NLRB told her she needed signatures from 80 percent of employees for decertification.[13] Ruffcorn gave her the National Right to Work website address. Downs-Haynes said she had put together some flyers, and Pratt told her she needed to hand them out, not post them. Downs-Haynes asked for a list of union dues-paying employees. Ruffcorn said she would not furnish this information because she had to remain neutral. (R. Exh. 11; Tr. 409–411.)

At some later point, Cole and Downs-Haynes met with HR in an attempt to determine the number of employees in the unit.[14] Booth recalled Ruffcorn saying she could not provide this information. (Tr. 392) Ruffcorn eventually provided Cole and Downs-Haynes with the number of employees in the bargaining unit. (Tr. 462.)

Darlene Goff works at AIM in the paint prep department. Downs-Haynes approached her in the cafeteria and asked her about the Union. She mentioned a petition and mentioned something about a pay raise as a reason for the petition. (Tr. 203–204.)

Katy Pine worked as a bagger and laminator in the same work area as Downs-Haynes. One week, toward the end of June, Pine observed that Downs-Haynes was away from the work area for a few hours about two or three times. She also observed, "Some employees would have to go and layup what we call domes and they would have to go down to the other building. Or not the other building, but the other side of the building and they would be gone for hours." (Tr. 230.)

On June 29, Downs-Haynes approached Mercado and painter Merrick James while they were working and asked if they wanted to sign the petition. They both declined. (Tr. 132; GC Exh. 6.) There were no supervisors in the area.

Corrine Peterson has worked at AIM for nearly 10 years. Around June 30, Peterson saw Sellers talking to Downs-Haynes in layup room 1, but she could not hear their conversation. Even so, when Shaw came by, Peterson told her that Sellers and Downs-Haynes were discussing getting rid of the Union. According to Peterson, Shaw replied that she did not care what they were talking about and she could not stop employees from talking. (Tr. 118–119; GC Exh. 4.) Around this same time, Peterson asked Kendrick James if he knew Downs-Haynes was collecting signatures for the decertification petition. James said there was nothing he could do to stop her. (Tr. 110.)

Rodney Christian has worked for AIM as an oven operator for over 5 years. He works the graveyard shift with approximately seven other employees. In June or July, Downs-Haynes approached Christian during his work shift and asked him how he felt about the Union. Downs-Haynes said she thought she paid too much in union dues. Christian stated his support for the Union. No supervisor was present.

Adaire Noonan works as a laminator in the same area as Downs-Haynes. In early to mid-July, Downs-Haynes approached Noonan during her lunchbreak and asked if she supported the Union. Noonan replied that she did. Noonan observed that Downs-Haynes was away from Duct 1 more than other employees. One time, Noonan saw Downs-Haynes leave the work area to talk to Shaw. About once per week, Sellers pulled Downs-Haynes off the workroom floor.

Christy Westover worked at AIM from April 2016–October 2017 as a quality assurance inspector. In July 2017, before work one morning in the parking lot, Downs-Haynes asked her if she would sign the decertification petition. Downs-Haynes later approached Westover at her workstation on two occasions and asked if she had signed the petition.[15] During their last conversation, Westover told Downs-Haynes the petition was in her podium but when she went to look for it, it was no longer there.

On July 13, the Respondent posted decertification information at the timeclock. That day, Mercado and Herness spoke to manager Dave Blake about this, and Blake referred them to HR. (Tr. 135–136.) Mercado and Herness spoke to Ruffcorn and Booth on July 14 and asked if they were promoting the poster about decertification. Ruffcorn and Booth said it was just factual and neutral. Herness said the decertification poster was being read on company time, and Ruffcorn said that it should not be, and she had not witnessed employees reading it on company time. Ruffcorn then informed Mercado and Herness that she had received a report they had left their work area the prior day to speak to Blake. Booth said the rules about leaving their work area also applied to them. Mercado then asked if they were aware of the petition. Booth responded that she did not need to answer that question. Mercado said the petitions were being passed around during work time, and Booth said she was not aware of this, but would speak to management. Herness said Downs-Haynes was promising wage increases and other perks if the petition was successful. Ruffcorn informed him that AIM was not making promises. Herness asked if he could post prounion literature next to the decertification information, and Booth replied that he could not because the Union had its own boards in the break rooms.

[12] Downs-Haynes also met with human resources for reasons unrelated to the decertification petition, but the time frames for these meetings have not been established.

[13] In her January 12, 2018, affidavit in connection with a Federal court proceeding, Downs-Haynes said that she did not get through to the NLRB, but Cole did, and was informed they needed 51 percent of employees to sign the decertification petition. (CP Exh. 1, p. 4.)

[14] Downs-Haynes did not recall talking about the number of employees with HR. (Tr. 306.)

[15] Employee Dann Derrow observed Downs-Haynes approach Westover at her workstation.

Booth said they had not seen or heard about supervisors or managers assisting with the petition. They discussed a few other topics, and the meeting concluded. (Tr. 375, 412–414; R. Exh. 12.)

In late July 2017, Peterson saw Downs-Haynes approach a group of employees in the lunchroom and she heard her promise them a raise if they signed the petition. Peterson told the employees not to sign the petition because it was to vote the Union out. Downs-Haynes picked up the petition and walked away. (Tr. 101–104.)

Also in July, Downs-Haynes came to Peterson's work area and approached an employee named Dave with a piece of paper in her hand that Peterson believed was the decertification petition. She then approached another employee, who pushed his hand up and shook his head. (Tr. 104–105.)

Craig Beder works at AIM as the maintenance/janitorial employee, second shift. On January 28, 2014, Beder received a warning for not completing assigned tasks and talking to fellow employees. Beder responded to the discipline, stating "I am guilty of some of the situations that are mentioned, but some relate to the job." (R. Exh. 1.)

During the time period the decertification petition was circulating, Herness and others passed out pro-union literature to employees before and after work and on breaks. (Tr. 64.) Herness discussed the decertification petition with other employees during working time. (Tr. 53.) Herness' supervisor routinely asked him to go to the other end of the building to help trim when they got behind. (Tr. 52.)

James never saw Downs-Haynes walking around with a petition, but he heard rumors about the petition prior to the supervisor training. (Tr. 316, 320–321.) Sellers never saw the petition and she did not speak with Downs-Haynes about it. (Tr. 342–343.)

On July 20, Downs-Haynes and Cole came to Ruffcorn's office and asked if they could present the decertification petition. Ruffcorn said she would check with their legal department and get back to them. After doing so, Ruffcorn informed Downs-Haynes she could accept the petition. On July 21, Cole handed the decertification petition, with 142 signatures collected between June 28 and July 20, to Booth and Ruffcorn. Downs-Haynes had been in the room earlier, but she was not present when Cole handed over the petition.[16] (Tr. 376, 416.)

On July 24, AIM's president, John Feutz, sent a letter to Jon Holden, the Union's district president, and Patrick Bertucci, the Union's business representative, notifying them that the Respondent had received proof the Union *no longer* had support of a majority of employees, and informing them that AIM was withdrawing recognition of the Union. (R. Exh. 15.)

On July 25, the Respondent held an all-hands meeting. COO Russell and Pratt announced that AIM had received a decertification petition signed by the majority of the unit. Pratt read the following statement:

> Recently, the Company was presented a petition signed by a majority of employees stating that they no longer wished for the IAM Union to continue to represent them, The Company validated the signatures and determined that they are genuine, and that the petition is in fact signed by a majority of unit employees. Under federal labor law, the Company cannot continue to recognize a union that it knows is not supported by a majority of employees. Accordingly, the Company notified the Union last night that it was withdrawing recognition from the Union and would not deal with the Union on an ongoing basis. This means that the collective bargaining agreement will cease to have any future effect. The Company is still evaluating its legal rights and will provide additional information soon. We are not able to provide additional information at this time. However, if you have individual questions that you feel cannot wait, please contact HR.[17]

(R. Exh. 16; Tr. 425.)

As employees were exiting the meeting, Mercado saw Downs-Haynes give a thumbs-up sign to Ruffcorn, Leigh Booth, and Sellers, and say, "Hey we did it." He testified that they all gave the thumbs up signal back to Downs-Haynes (though he initially said only Sellers did so), and Ruffcorn went over and patted Downs-Haynes on the back. (Tr. 133–134, 152.)

Downs-Haynes said she was talking to a friend next to her. She did not see a thumbs-up sign and said nobody patted her on the back. (Tr. 292.) Sellers did not recall seeing Booth or Ruffcorn at the meeting and she did not walk out with them. She did not make a gesture or see anyone make a gesture (Tr. 345.) Booth said she was standing by door 143 on the left side. She could not recall who was near her. Booth does not believe she made a gesture or any statements indicating happiness. (Tr. 377–379.) Ruffcorn said she was standing up front with Pratt and Russell. She went back to her office after the meeting, and did not make any kind of gesture or statement. She did not see Booth or Sellers make any gesture or statement, she was not near Downs-Haynes as she exited the meeting, nor did she pat her on the back. (Tr. 426–427.)

D. Meetings After Decertification and Wage Increase

On July 27, AIM held quarterly all-hands meetings with each shift.[18] Beder asked if the Company was going to keep its promise to give employees a raise if the Union was decertified. Pratt said the company made no promises and could not be responsible for what employees might have said on the floor. Russell said they would review the financials and determine raise eligibility on an individual basis. (Tr. 41–42, 65; R. Exh. 17.) An employee on second shift also asked about a wage increase, and Russell said they were evaluating things, and it would take some time. When asked why the Auburn employees made more money than the Sumner employees, Russell responded that AIM stayed within the wage scale in the CBA.

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[16] Downs-Haynes testified she was not at HR that morning, but the weight of the evidence establishes she was present prior to the time Cole presented the petition.

[17] The General Counsel contends that Ruffcorn is not a credible witness because she initially testified that employees were permitted to ask questions at this meeting, but later changed her testimony. (Tr. 425, 426.) Ruffcorn initially responded that AIM always takes employee questions, but very quickly corrected herself, recalling that this was a very short meeting with no questions. I do not find this one error colors her entire testimony.

[18] Ruffcorn attended the first and second shift meetings and took notes. (R. Exh. 17; Tr. 428.)

Another all-hands meeting took place in early August. Pratt said that now that the Company was no longer unionized, they could change perks for the better. Pratt announced an additional 2 days for bereavement leave, a 5-minute wash-up period at the end of the day, and 15-minute breaks. He also announced pay raises to match the wages at Auburn and Renton plants for employees who had been with the Company 4 years or less, and an across-the-board 5-percent wage increase for employees who had been there longer. Herness asked why they were getting raises now, when employees had been asking for the last 3 years. Pratt said they had been locked into the Union contract. Herness disputed this.

At either this meeting or another meeting that occurred a couple weeks after July 25, Westover was about 5 or 6 feet away from Ruffcorn and Downs-Haynes. She testified, "All I heard was Debbie turned–or Lori-Ann and say, don't worry, I got your back. Everything will be okay. And then Lori-Ann turned around and sat down." (Tr. 84–85.)

E. The Receiving Clerk Position

On May 21, the Respondent posted a job opening for a receiving clerk.[19] (R. Exh. 19; GC Exhs. 12–14; Tr. 431.) The Respondent followed its regular practice of posting this position both internally and externally. (Tr. 467; CP Exh. 3.) The following individuals applied on the corresponding dates:

Ervin Taylor, May 19
Leslie Potter, May 19
Gabrielle Ardnt, May 19
Alexander McHellon, May 19
William Critzer, May 19
George Goins, May 19
Chris Bickley, May 20
Lacey Cash, May 20
Pat Hubenthal, May 21
Laura Hobbick, May 21
Corey Andreas, May 21
Stephen Smith, May 22
Nick Mosher, May 22
Rob Guasis, May 22
Steven Morales, May 23
Cynthia Timlin, May 24
Denise Wildman, May 24
Raul De Jesus Lumboy, May 24
Ken Somerville, May 25
Sawyer LeiLani, May 25
Clifford Tedeton, May 27
Michelle LaRue, May 27
Linda Vacca, May 28
Amy Gayle, May 28
Michael Lepule, May 31
Lori-Ann Downs-Haynes, June 4

(Tr. 450; GC Exh. 13.)

Hobbick, an internal candidate who works autoclave layup, applied for the position using an application (app) called BirdDog. (R Exhs. 7, 20; Tr. 358, 434.) She told Downs-Haynes about the job opening. Hobbick had no experience in shipping and receiving. On June 4, Downs-Haynes applied for the position using BirdDog. (Tr. 302; R. Exh. 21.) She filled out a paper application on June 6. (R. Exh. 5.) Hobbick and Downs-Haynes were the only internal candidates.

On June 6 or 12, the Respondent hired Taylor to fill the position.[20] (Tr. 452.) Taylor was chosen based on his experience as a logistics technician with warehouse responsibilities. (Tr. 453.) He abandoned the job after 2 weeks, on June 26.

According to Ruffcorn, Downs-Haynes' application was brought to her attention on June 6, after she had already offered the position to Taylor. (Tr. 433.)

On June 29, the position was reposted internally and on BirdDog. (GC Exh. 14; CP Exh. 5; Tr. 470.) Ruffcorn initially testified that it was only posted internally, stating, "We posted it back internally. We did not post it externally because we had such a bad response initially. So we posted it internally." (Tr. 432.) The following 20 external candidates applied between June 29 and July 11:

Erica Lee Heath, June 29
Elayne Ballard, June 29
Alexandria Zurbano, June 29
Tara Ewert, June 29
Mary Marquart, June 29
David Plummer, June 29
Amanda Sheetz, June 29
Rachel Smith, June 30
Lorraine Stevens, June 30
Nick Richie, June 29, 2017
Sean Whitehouse, July 3
Joe Johnson, July 3
Anthony Parisi, July 5
Marquelle Gaddy, July 9
Dennis Martin, July 8
Jessica Gillespie, July 8
David Schulz, July 10
Keith Piper, July 11
Christie O'Farrell, July 11
Daniel Driscoll, July 11

(Tr. 455.)

Ruffcorn decided only to consider internal candidates, so she interviewed Hobbick and Downs-Haynes. Hobbick's interview was on June 30, and Downs-Haynes' was on July 6. (R Exhs. 20, 22; Tr. 434–437.)

Downs-Haynes had prior experience with stock counting, inventory, packing and unpacking, and using the computer, which Ruffcorn found to be important for the position. (R. Exh. 22; Tr. 437–438.) She was given 1.5 years of credit for filling-in in the shipping and receiving department at AIM, even though she had

[19] Though the posting was on May 21, an application from May 19 was received.

[20] Ruffcorn gave conflicting testimony regarding Taylor's hire date. She said the job was "awarded" to Taylor on June 12 in her affidavit in connection with the 10(j) proceedings. She testified at the hearing that she offered the job to Taylor on June 6.

only filled-in once. (CP Exh. 2; Tr. 307.) She was also given a year of credit for 7 months of work as a warehouse associate, a year of credit for 6 months of work as a customer care specialist, and 2 years of credit for a little less than 2 years of work in customer service at Loews. (CP Exh. 2; Tr. 472.)

Downs-Haynes was awarded the position on July 11, with a retroactive pay date to July 3. (CP Exh. 1; Tr. 471.) According to Ruffcorn, supervisor Aurelio chose Downs-Haynes for the position because of her experience, and she had proven herself to the supervisor when she filled-in. (Tr. 439.)

The transfer to the receiving clerk position resulted in a wage increase of 40 cents per hour for Downs-Haynes. According to Ruffcorn, the pay bump was based on Downs-Haynes' experience. (Tr. 441.) Supervisor Aurelio told Downs-Haynes the pay bump was because the job required more responsibility. (CP Exh. 1.)

III. DECISION AND ANALYSIS

A. Credibility

Some of the disputes at issue can be resolved only by assessing witness credibility. A credibility determination may rest on various factors, including "the context of the witness' testimony, the witness' demeanor, the weight of the respective evidence, established or admitted facts, inherent probabilities and reasonable inferences that may be drawn from the record as a whole." *Hills & Dales General Hospital*, 360 NLRB 611, 617 (2014), citing *Double D Construction Group, Inc*., 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001). In making credibility resolutions, it is well established that the trier of fact may believe some, but not all, of a witness' testimony. *NLRB v. Universal Camera Corp*., 179 F.2d 749 (2d Cir. 1950).

Testimony from current employees tends to be particularly reliable because it goes against their pecuniary interests. *Gold Standard Enterprises, Inc*., 234 NLRB 618, 619 (1978); *Georgia Rug Mill*, 131 NLRB 1304, 1304 fn. 2 (1961); *Gateway Transportation Co*., 193 NLRB 47, 48 (1971); *Federal Stainless Sink Div. of Unarco*, 197 NLRB 489, 491 (1972).

It is impossible to reconcile all of the different recollections of the witnesses for both sides. In evaluating the various different versions of events, I have fully reviewed the entire record and carefully observed the demeanor of all the witnesses. I have considered the apparent interests of the witnesses; the inherent probabilities in light of other events; corroboration or the lack of it; consistencies or inconsistencies within the testimony of each witness and between witnesses with similar apparent interests. See, e.g. *NLRB v. Walton Mfg. Co*., 369 U.S. 404, 408 (1962). Testimony in contradiction to my factual findings has been carefully considered but discredited. Where there is inconsistent evidence on a relevant point, my credibility findings are incorporated into my legal analysis below.

B. Alleged 8(a)(1) Violations

Complaint paragraphs 6–10 and 14 allege that the Respondent has been interfering with, restraining and coercing employees in the exercise of their rights under Section 7 of the Act, in violation of Section 8(a)(1).

Under Section 8(a)(1), it is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 of the Act. The rights guaranteed in Section 7 include the right "to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection . . ."

The basic test for a violation of Section 8(a)(1) is whether under all the circumstances the employer's conduct reasonably tended to restrain, coerce, or interfere with employees' Section 7 rights. *Mediplex of Danbury*, 314 NLRB 470, 472, (1994); *Sunnyside Home Care Project*, 308 NLRB 346, 346 fn. 1 (1992), citing *American Freightways Co*., 124 NLRB 146, 147(1959).

1. Greater access

Complaint paragraph 6 alleges the Respondent gave its employees gathering signatures greater access to employees in the shop at the facility. For the reasons discussed below, I find the General Counsel has not met his burden to prove this allegation.

To support this allegation, the General Counsel asserts that Downs-Haynes was transferred from autoclave to layup area 1 to assist her with gathering signatures for the petition. This argument fails, as the transfer occurred before Downs-Haynes began collecting signatures. In addition, given that Downs-Haynes was permitted to gather signatures before and after work and during breaks, she already had access to employees outside her work area. The evidence further shows that she sought assistance from other employees in gathering signatures.

The General Counsel also provided employee accounts, set forth above, regarding Downs-Haynes approaching them and either talking about decertification or circulating the petition, sometimes while the employees were working.[21] The employee accounts demonstrate that Downs-Haynes did at times discuss the decertification petition with employees who were working, and on a couple of occasions she attempted to collect signatures. Many times, there was no supervisor present, nor was there evidence a supervisor was notified about the incident. The preponderant evidence shows that when such occurrences were reported to management, Downs-Haynes was verbally counseled, as were other employees who engaged in discussions distracting from work.[22]

Employee Peterson testified that Shaw told her there was nothing she could do about Downs-Haynes discussing the decertification petition with employees in the layup area during work time. Shaw did, however, counsel Downs-Haynes that she could

[21] The General Counsel argues that the Respondent refused to apply its written and previously-enforced no-solicitation policy. There is no complaint allegation that the Respondent violated such policy. What is material here is whether the Respondent permitted Downs-Haynes greater access to employees, whether by granting her preferential treatment in permitting her to solicit employees, or otherwise.

[22] The only exception to verbal counseling the General Counsel provided was employee Craig Beder's written warning for not completing assigned tasks and talking to fellow employees. The warning was issued in January 2014, by supervisor Cindy Keller-Kuzmer, after multiple incidents. I do not infer from this one attenuated discipline of an employee in a different job and on a different shift that the Respondent went easy on Downs-Haynes by verbally counseling her.

only talk with employees before and after work or during breaks. Peterson also testified that James said there was nothing he could do about Downs-Haynes collecting signatures for the decertification petition. Her testimony, however, simply does not provide sufficient context surrounding this purported conversation for me to determine what, exactly, Peterson reported to James. Without evidence that James was told Downs-Haynes was collecting signatures from employees while they were working, this conversation falls short of proving James condoned improper solicitation.

The General Counsel also provided evidence from employees who observed that Downs-Haynes was away from her work area more often than most employees. I find these employee accounts are not sufficiently persuasive to show either that Downs-Haynes was away from her work area more than most employees, or that the Respondent permitted Downs-Haynes greater access to the facility than most employees. Pine, who observed that Downs-Haynes was away from the work area for a few hours two or three times, testified that other employees were also away from their work areas for hours. Even Herness was admittedly routinely sent to another work area to assist. The evidence shows that on a couple of occasions in June and July, Downs-Haynes was away from her work area because she had scheduled meetings with HR.[23] In addition, she took leave under the FMLA on June 26 and 27.

Noonan observed that about once per week, Sellers pulled Downs-Haynes off the workroom floor. Downs-Haynes, however, was still on Sellers' payroll, so to assume they were talking about the decertification is pure speculation. On one occasion, Sellers instructed Downs-Haynes to return from breaks and lunches on time after Shaw raised an incident to her attention. (Tr. 343.)

The General Counsel cites to *Ernst Home Centers, Inc.*, 308 NLRB 848, 849–850 (1992), where the Board held that the employer violated § 8(a)(1) by granting a decertification petitioner greater access to employees, including access to employees at facilities other than where she worked, while restricting access previously enjoyed by the union representatives. The evidence here does not show that Downs-Haynes was given greater permission to move about the facility than union representatives.

In sum, I find there is insufficient evidence for the General Counsel to prove that Downs-Haynes was permitted greater access to the facility in order to collect signatures for the decertification petition. Accordingly, I recommend dismissal of complaint paragraph 6.

2. July 25 comments and gestures

Complaint paragraphs 7(a), 8, and 9 concern alleged conduct that occurred while employees were exiting the July 25, 2017 meeting where the Respondent announced it was withdrawing recognition of the Union. Paragraph 7(a) alleges Ruffcorn gave Downs-Haynes a pat on the back after she remarked excitedly on the successful campaign to decertify/obtain withdrawal of recognition of the Union; Paragraph 8 alleges that Sellers remarked excitedly on the successful campaign to decertify/obtain withdrawal of recognition of the Union; and paragraph 9 alleges that Booth gave Downs-Haynes a "thumbs up" sign after she remarked excitedly on the successful campaign to decertify/obtain withdrawal of recognition of the Union.

The evidence regarding these related allegations comes from employee and union steward Mercado. Notably, his testimony is inconsistent regarding a key aspect of the interaction he recounted. He initially testified that after Downs-Haynes remarked, "We did it," Booth, Ruffcorn, and Sellers all gave Downs-Haynes the thumbs-up sign. (Tr. 133–135.) In his affidavit, Mercado stated that only Sellers gave two thumbs up back to Downs-Haynes, and Ruffcorn patted her on the back. (Tr. 152.) He never testified that only Booth gave Downs-Haynes the thumbs up sign, or that Sellers made an excited remark. In light of Mercado's shaky recollection of the incident, the lack of any corroborating evidence despite the fact that the alleged conduct occurred as employees were exiting an all-hands meeting, and the denials by Ruffcorn, Sellers, and Downs-Haynes that the incident occurred as alleged, I find the General Counsel has not met his burden of proof.[24] I therefore recommend dismissal of complaint paragraphs 7(a), 8, and 9.

3. July 27 comment

Complaint paragraph 7(b) alleges that on or about July 27, 2017, Ruffcorn told Downs-Haynes that she "had her back" in reference to the decertification/withdrawal of recognition of the Union.

The evidence regarding this incident comes from Westover's testimony that at an all-hands meeting a couple weeks after the Respondent announced its withdrawal of recognition, Ruffcorn told Downs-Haynes she "had her back" and everything would be okay. Ruffcorn denied making such a statement to Downs-Haynes. I credit Westover that she overheard the comment as alleged, based on her forthcoming demeanor, and the fact that as a current employee testifying against her pecuniary interests, her testimony is considered particularly reliable.

Westover admittedly did not know the context of this comment. She did not hear any other part of their conversation and had no knowledge of what Ruffcorn and Downs-Haynes were discussing. By this point, Downs-Haynes' efforts regarding decertification had ceased, and the Respondent had already withdrawn recognition of the Union a couple of weeks prior. Under these circumstances, I do not find this comment violates Section 8(a)(1). I therefore recommend dismissal of complaint paragraph 7(b).[25]

4. Comments about the Union and wages

Complaint paragraph 10 alleges that the following individuals told employees the Union was to blame for employees not

[23] Employees were free to make appointments with HR, as long as they received permission from their supervisors if the appointment was during work time.

[24] The Respondent argues that after-the-fact indication that a manager supported Downs-Haynes' does not rise to the level of an unfair labor practice and is protected by Sec. 8(c). (R. Br. 42.) Because I find the General Counsel did not prove the incident occurred as alleged, I do not reach this argument.

[25] As with the July 25 allegations, I need not address the Respondent's arguments that this comment made after the withdrawal of recognition is protected by Sec. 8(c).

receiving wage increases:

- Bill Keilman in February or March 2017
- Rob Anderson in February or March 2017, and June 2017
- Deborah Ruffcorn on June 22, 2017[26]

a. Keilman

The conversation between Keilman, then the general manager, and Mercado, an employee and union steward, about a wage increase in the spring of 2017 is detailed above, and is unrefuted. The only question is whether Keilman's statement that he could not pay employees more because the CBA set the wage scale was coercive. Under the circumstances, I find that it was not.

The context of this conversation came on the heels of wage increases in Auburn and Renton in February 2017, following AIM's purchase by Liberty Hall in 2016. The supervisors and managers knew that there were across-the-board wage increases at AIM's other facilities that were not possible at the Sumner facility without a change to the CBA. Keilman's comment that the CBA pay scales govern employee wages is generally true. Though Mercado was seeking additional compensation for his individual efforts, I do not find Keilman's statements about the pay scales in the union contract to be coercive.

The General Counsel relies on *First Student, Inc*., 359 NLRB 208 (2012), a case involving contract negotiations between the union and the employer, a school bus service provider. In that case, a supervisor told every driver that there would be no pay increases until the contract negotiations were done. The Board affirmed the administrative law judge's determination that such a statement, in the context of contract negotiations, was unlawful as a threat to change the status quo. In the instant case, the contract was in place. The reasoning in *First Student* is therefore inapplicable. For the same reason, the General Counsel's reliance on *Laidlaw Waste Systems*, 307 NLRB 52, 54 (1992), is misplaced.

The General Counsel also cites to *Parkview Furniture Mfg. Co*., 284 NLRB 947, 971 (1987). In that case, the employer deducted strike assessments from employees' paychecks in a lump sum instead of making weekly deductions as the Union requested. It then blamed the Union for the lump sum deductions, and said that if the employees no longer wanted the Union, the employers could do something about it. Here, the Respondent took no unilateral action against the Union's wishes with regard to wage increases, and I therefore find the instant case is meaningfully distinguishable from *Parkview Furniture*.

Finally, the General Counsel relies on *Equipment Trucking Co*., 336 NLRB 277 (2001). In that case, however, the employer authorized employee agents to circulate a decertification petition with promises of a specific wage increase and additional benefits if the union was voted out. Here, there is no allegation that any employee acted as the Respondent's agent, and the petition did not specify a wage increase or other benefits.[27]

b. Anderson

The conversation between Anderson and Mercado about a wage increase in the spring of 2017 is detailed above and is unrefuted. For the same reasons set forth above with respect to Mercado's conversation with Keilman, I find the evidence is insufficient to support a violation of Section 8(a)(1).

On an unidentified date in July, Peterson had reworked a part for Anderson. She said to him, "I guess . . . we will get our raise." Anderson responded that he doubted it. This comment is not tied to the Union or the CBA in any way. I therefore find Anderson did not tell Peterson the Union was to blame for employees not receiving wage increases.

c. Ruffcorn

The conversation between Ruffcorn and Herness in or around July 22 is detailed above and is unrefuted. During this conversation, Herness was not asking for an individual raise for himself but was instead saying that employees in general were dissatisfied because they were not making much money. Ruffcorn's comment that she did not think the CBA permitted the Respondent to give wage increases outside the set wage scales, in the context of Herness making a generalized statement about employees' dissatisfaction with their wages, cannot be reasonably perceived as coercive.

Based on the foregoing, I recommend dismissal of complaint paragraph 10.

C. Alleged 8(a)(3) *and* (1) *Violation*

Complaint paragraphs 11 and 15 alleged the Respondent violated Section 8(a)(3) and (1) by promoting Downs-Haynes and thereby discouraging membership in a labor organization.

I find preponderant evidence proves Downs-Haynes was offered the receiving clerk position, with its attendant wage increase, as a reward for her circulation of the decertification petition.

Wright Line, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), governs mixed-motive cases where discriminatory intent is alleged. Though generally implicated in the context of disciplining or terminating an employee for his union support, *Wright Line*'s reasoning is applicable here. See *Miramar Hotel Corp*., 336 NLRB 1203, 1211 (2001). The General Counsel's threshold burden is to establish by a preponderance of the credible evidence that Downs-Haynes' antiunion views and/or activities were motivating factors in the Respondent's decision to promote her. The elements commonly required to support this showing employer knowledge of the employee's activity and antiunion animus by the employer. *Briar Crest Nursing Home*, 333 NLRB 935, 936 (2001). If this is accomplished, the burden shifts to the employer "to demonstrate that the same action would have taken place even in the absence of the protected conduct." Id. The employer cannot carry this burden merely by showing that it also had a legitimate reason for the action, but must persuade, by a preponderance of the evidence, that the action would have taken place absent the protected activity. *Dentech Corp*., 294 NLRB 924, 956 (1989).

I find the General Counsel has met the initial *Wright Line*

[26] Herness testified that this conversation took place in July, not June.

[27] While there is evidence that Downs-Haynes may have told some employees decertification would result in a wage increase, it is clear that supervisor and managers consistently told employees the Respondent was not making any promises regarding wages.

burden. As noted above, the Respondent was well aware of Downs-Haynes' decertification activities, and her promotion occurred while these activities were in full swing.

Unlawful employer motivation may be established by circumstantial evidence, including among other things: (1) the timing of the employer's action in relationship to the employee's protected activity; (2) the presence of other unfair labor practices, (3) statements and actions showing the employer's general and specific animus; (4) the disparate treatment of the discriminatees; (5) departure from past practice; and (6) evidence that an employer's proffered explanation for the adverse action is a pretext. See *Golden Day Schools v. NLRB*, 644 F.2d 834, 838 (9th Cir. 1981); *NLRB v. Rain-Ware, Inc*., 732 F.2d 1349, 1354 (7th Cir. 1984) (timing); *Mid-Mountain Foods, Inc*., 332 NLRB 251, 260 (2000), enfd. mem. 169 LRRM 2448 (4th Cir. 2001); *Richardson Bros. South*, 312 NLRB 534 (1993) (other unfair labor practices); *NLRB v. Vemco, Inc*., 989 F.2d 1468, 1473–1474 (6th Cir. 1993); *Affiliated Foods, Inc*., 328 NLRB 1107 (1999) (statements); *Naomi Knitting Plant*, 328 NLRB 1279, 1283 (1999) (disparate treatment); *JAMCO,* 294 NLRB 896, 905 (1989), affd. mem. 927 F.2d 614 (11th Cir. 1991), cert. denied 502 U.S. 814 (1991) (departure from past practice); *Wright Line*, 251 NLRB at 1089; *Roadway Express*, 327 NLRB 25, 26 (1998) (disparate treatment).

The timing of events is highly suspicious. Downs-Haynes met with Ruffcorn and Pratt on July 5, asking extensive questions regarding the decertification petition process. During that meeting, Ruffcorn provided her with the National Right to Work website. The very next day, Ruffcorn interviewed Downs-Haynes.

When Downs-Haynes originally applied for the receiving clerk position in early June, she was not even interviewed, nor was the other internal candidate, Laura Hobbick. I do not credit Ruffcorn's explanation that Downs-Haynes' application was not brought to her attention until June 6, after she had already offered the position to Ervin Taylor. Downs-Hayne's electronic application was completed on June 4. The Respondent had therefore received her application by the time Taylor was offered the position, even crediting Ruffcorn's testimony that she made a verbal offer to him on June 6. The more plausible explanation for the Respondent's failure to consider Downs-Haynes for the position is that she had less experience than Taylor, and as of early June, Downs-Haynes had not yet openly begun her activities in support of decertification.

By the time Taylor abandoned the job, and it was reposted on June 29, Downs-Haynes was actively circulating the decertification petition, a fact known to management. The circumstances surrounding the re-posting do not add up if the goal was to secure the most qualified candidate, and only make sense if the Respondent was acting out of motivation to hire Downs-Haynes. First, Ruffcorn initially testified that the position was not posted internally, stating, "We posted it back internally. We did not post it externally because we had such a bad response initially. So we posted it internally." Neither statement holds up, as the initial posting resulted in 24 external applicants and the re-posting resulted in 20 external applicants.

Next, Ruffcorn chose to only consider internal candidates even though neither was considered qualified enough to secure an interview following the initial posting. The stated rationale for this was the fact that Taylor had abandoned his job. Somehow, one bad apple rendered the entire pool of external applicants unworthy of consideration. This raises a red flag, particularly in light of the Respondent's practice of giving internal and external candidates equal consideration. This justification is particularly suspect considering some external candidates had significantly more experience than Downs-Haynes. As the General Counsel correctly points out, applicants Ballard and Plummer each had years of recent receiving, inventory control, and warehouse experience.[28] As noted by the Charging Party, Downs-Haynes' experience was greatly inflated, and her single instance of working in the shipping and receiving department was relied upon to credit her with 1.5 years of experience and serve as a primary justification for awarding her the position.

Finally, the Respondent offered conflicting reasons for giving Downs-Haynes a pay raise. Ruffcorn testified the pay raise was based on her prior experience. Supervisor Aurelio told Downs-Haynes the pay raise was based on the greater responsibilities of the receiving clerk position.

There are simply too many irregularities surrounding the re-posting and hiring for the receiving clerk position, especially considering the timing of events, for me to conclude that it was conducted based on legitimate motives. The preponderant evidence shows the consideration only of two internal candidates following the internal and external re-posting was a pretext to award the position to Downs-Haynes. Accordingly, I find the General Counsel has met his burden to prove complaint allegations 11 and 15.

D. Alleged 8(a)(5) *and* (1) *Violations*

1. Withdrawal of recognition

Complaint paragraphs 12 and 16 allege the Respondent violated Section 8(a)(5) and (1) of the Act when, on July 24, 2017, the Respondent withdrew its recognition of the Union as the exclusive bargaining representative of the Unit, and has since refused to bargain with the Union.

Following its first year of certification, a union enjoys a rebuttable presumption of majority status. One way an employer may rebut this presumption is to show that on the date it withdrew recognition, the union did not in fact enjoy majority support. *Guerdon Industries*, 218 NLRB 658, 659 (1975). An employer, however, may not withdraw recognition and avoid its duty to bargain by relying on loss of majority status attributable to its own unfair labor practices. *Pittsburgh & New England Trucking*, 249 NLRB 833, 836 (1980).

To determine whether a loss of support was caused by an employer's unfair labor practices, the Board considers:

> (1) The length of time between the unfair labor practices and the withdrawal of recognition; (2) the nature of the violations, including the possibility of a detrimental or lasting

[28] These applications are in the record at GC Exhs. 15–16. Plummer's job at the time of the application, which he had held since 2011, involved shipping and receiving aircraft parts for Horizon Air.

> effect on employees; (3) any possible tendency to cause employee disaffection from the union; and (4) the effect of the unlawful conduct on employee morale, organizational activities, and membership in the union.

Master Slack Corp., 271 NLRB 78 (1984); see also In Re *Miller Waste Mills, Inc.,* 334 NLRB 466, 468 (2001), enfd. 315 F.3d 951 (8th Cir. 2003). This is an objective standard. *Saint Gobain Abrasives, Inc*., 342 NLRB 434, 434 fn. 2 (2004).

"Not every unfair labor practice will taint evidence of a union's subsequent loss of majority support; in cases involving unfair labor practices other than a general refusal to recognize and bargain, there must be specific proof of a causal relationship between the unfair labor practice and the ensuing events indicating a loss of support." *Lee Lumber & Building Material Corp*., 322 NLRB 175, 177 (1996) (footnote omitted). The record does not contain specific proof of a causal relationship between Downs-Haynes' promotion and the loss of support among employees for the Union. I will nonetheless consider the *Master Slack* factors in the event a reviewing authority disagrees with me.

As set forth above, the only alleged unfair labor practice I find the General Counsel proved was the promotion of Downs-Haynes on July 11, 2017. Downs-Haynes was promoted as she was actively gathering signatures in support of the decertification petition, and less than two weeks before AIM withdrew recognition of the Union. The first *Master Slack* factor therefore weighs in the General Counsel's favor.

Turning to the nature of the violation, including the possibility of a detrimental or lasting effect on employees, I find this factor weighs in the Respondent's favor. Downs-Haynes' promotion was not akin a general refusal to recognize and bargain with the Union. It was a single personnel action, the details of which would be unknown to most employees.

With regard to the third factor, I find the selection of Downs-Haynes for the receiving clerk position was not likely to cause employee disaffection from the Union. While I find it was unlawfully motivated, it is difficult to see how this one personnel action would cause employees disaffection from the Union, particularly considering only two internal employees applied for the position. The other employees are not privy to the quantity or quality of other applicants, so they would have no basis for assessing whether or not Downs-Haynes was legitimately selected.

For similar reasons, I find the fourth factor, the effect of the unlawful conduct on employee morale, organizational activities, and membership in the union, weighs in the Respondent's favor. While employees were likely generally aware that Downs-Haynes received the position, the only other internal employee who applied also signed the decertification petition. Accordingly, considering the *Master Slack* factors, I find the General Counsel has not established that the Respondent's unfair labor practices tainted the decertification petition.

The Union contends that the Respondent's acts of providing Downs-Haynes and/or Cole with: (1) the information regarding the time period to submit a petition; (2) information about the number of employees in the Unit; and (3) the National Right to Work website, tainted the petition.

An employer violates Section 8(a)(1) of the Act by "actively soliciting, encouraging, promoting, or providing assistance in the initiation, signing, or filing of an employee petition seeking to decertify the bargaining representative." *Wire Products Mfg. Co*., 326 NLRB 625, 640 (1998), enfd. sub nom. mem. *NLRB v R.T. Blankenship & Associates, Inc.*, 210 F.3d 375 (7th Cir. 2000). The appropriate inquiry is "whether the Respondent's conduct constitutes more than ministerial aid." *Times Herald*, 253 NLRB 524 (1980). The Board considers the circumstances to determine whether "the preparation, circulation, and signing of the petition constituted the free and uncoerced act of the employees concerned." *Eastern States Optical Co*., 275 NLRB 371, 372 (1985) (citing *KONO-TV-Mission Telecasting*, 163 NLRB 1005, 1006 (1967)); see also *Hall Industries*, 293 NLRB 785, 791 (1989), enfd. mem. 914 F.2d 244 (3d Cir. 1990).

With regard to Pratt informing Downs Haynes about the timing of when the Union could be decertified, the Board has held that an employer does not violate the Act by providing accurate information about the decertification process in response to employee questions without threats or promises. See *Amer-Cal Indus*., 274 NLRB 1046, 1051 (1985) and cases cited therein.

Referring Downs-Haynes to the National Right to Work website and providing her with the number of employees in the Unit in response to Downs-Haynes' questions regarding how many signatures she needed to decertify the Union likewise constitutes ministerial aid, not unlawful assistance. See *Eastern States Optical Co.*, supra (Employer provided only ministerial aid when its attorney provided employee with the unit description, the number of signatures sufficient for a decertification petition, and assistance with its wording); *Ernst Home Centers*, supra (Employer provided only ministerial aid to employees' decertification efforts when it provided decertification language in response to an employee's request for some "verbiage" for a decertification petition n)

In sum, I find the preparation, circulation, and signing of the petition constituted the free and uncoerced act of the employees concerned. Based on the foregoing, I find the Respondent's withdrawal of recognition of the Union was lawful, and I therefore recommend dismissal of complaint paragraph 12.

2. The wage increase

Complaint paragraph 13 alleges that the Respondent granted a wage in increase to employees without first providing notice and an opportunity to bargain. Because I find the withdrawal of recognition was lawful, I find there was no duty to provide notice or an opportunity to bargain prior to granting the wage increase. I therefore recommend dismissal of complaint paragraph 13.

CONCLUSIONS OF LAW

1. By promoting employee Lori-Ann Downs-Haynes, the Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed under Section 7 of the Act and discriminating in regard to hire and tenure or terms and conditions of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a) (3) and (1) of the Act.

2. The Respondent did not otherwise engage in any other unfair labor practices alleged in the complaint.

REMEDY

Having found that the Respondent has engaged in certain

unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent rewarded employee Lori-Ann Downs-Haynes for her decertification by granting her a new position with higher pay, I shall order the Respondent to cease and desist from promoting employees who encourage decertification.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[29]

ORDER

The Respondent, AIM Aerospace, Sumner, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Granting employee Lori-Ann Downs-Haynes or any other employee a new position with higher pay to reward or encourage their initiating or supporting a movement to decertify the International Association of Machinists, District 751, or any other labor organization

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days after service by the Region, post at its facility in Sumner, Washington copies of the attached notice marked "Appendix."[30] Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 11, 2017.

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. May 16, 2018

[29] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising these rights.

WE WILL NOT grant any employee a new position with higher pay to reward or encourage their initiating or supporting a movement to decertify the International Association of Machinists, District 751, or any other labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

AIM AEROSPACE SUMNER, INC.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/19-CA-203455 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

[30] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."